

Harvey R. Miller  
Stephen Karotkin  
Joseph H. Smolinsky  
WEIL, GOTSHAL & MANGES LLP  
767 Fifth Avenue  
New York, New York 10153  
Telephone: (212) 310-8000  
Facsimile: (212) 310-8007

Attorneys for Debtors  
and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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<b>In re</b>	:	<b>Chapter 11 Case No.</b>
	:	
<b>MOTORS LIQUIDATION COMPANY, et al.,</b>	:	<b>09-50026 (REG)</b>
<b>f/k/a General Motors Corp., et al.</b>	:	
	:	
<b>Debtors.</b>	:	<b>(Jointly Administered)</b>
	:	
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**STIPULATION AND AGREED ORDER PURSUANT  
TO 11 U.S.C. § 365 AUTHORIZING DEBTORS' REJECTION  
OF CERTAIN EXECUTORY CONTRACTS WITH  
LINDEN DEVELOPMENT, LLC AND DUKE BALTIMORE, LLC**

This Stipulation and Order (the “**Stipulation and Order**”) is entered into among Motors Liquidation Company (f/k/a General Motors Corporation) and its affiliated debtors, as debtors in possession (collectively, the “**Debtors**”), Linden Development, LLC (“**Linden**”), and Duke Baltimore, LLC (as assignee of Duke Realty Limited Partnership) (“**Duke**”, and together with the Debtors and Linden, the “**Parties**”), by and through their respective undersigned counsel, for the purpose of authorizing the Debtors to reject certain executory contracts (the “**Executory Contracts**”) with Linden and Duke and to resolve the Linden Objection (defined below). A list identifying and describing the Executory Contracts is attached hereto as **Annex I**.

**RECITALS**

**WHEREAS**, the Parties have entered into the Executory Contracts listed and described on **Annex I** hereto; and

**WHEREAS**, on October 23, 2009, the Debtors filed that certain Eighth Omnibus Motion Pursuant to 11 U.S.C § 365 to Reject Certain Executory Contracts and Unexpired Leases of Nonresidential Real Property (the “**Rejection Motion**”); and

**WHEREAS**, the Rejection Motion included certain of the Executory Contracts, but not all of the agreements between the Parties; and

**WHEREAS**, on November 2, 2009, Linden filed that certain Limited Objection of Linden Development, LLC, to Debtors’ Eighth Omnibus Motion to Reject Certain Executory Contracts and Unexpired Leases (the “**Linden Objection**”); and

**WHEREAS**, the Linden Objection contested the relief sought in the Rejection Motion on the limited basis that the Debtors did not also seek the rejection of certain additional documents and agreements between the Parties; and

**WHEREAS**, the Parties have agreed to consensually resolve the Linden Objection on the terms set forth below.

**NOW, THEREFORE, IT IS STIPULATED AND AGREED** by and between the Parties that:

**AGREEMENT**

1. The Executory Contracts listed and described on **Annex I** attached hereto and all agreements (including deed restrictions), exhibits, amendments, and supplements related thereto are deemed rejected pursuant to section 365 of the Bankruptcy Code, effective as of the rejection dates (the “**Rejection Dates**”) set forth on **Annex I**.

2. Upon entry of this Stipulation and Order by the Court, the Debtors' Rejection Motion with respect to Linden and the Linden Objection shall be deemed withdrawn.

3. The Parties agree that all issues relating to the allowance, amount, priority and treatment of any claim, right or remedy asserted by Linden or Duke with respect to the rejection of the Executory Contracts are preserved, and the Debtors' defense(s) and/or right to object to the allowance, amount, priority and treatment of any claim, right or remedy asserted by Linden or Duke with respect to the rejection of the Executory Contracts are so too preserved.

4. Linden and Duke each shall have until **5:00 p.m. (Eastern Time)** on the date that is **thirty (30) days** after entry of this Stipulation and Order to file a proof of claim with respect to any claim for damages arising from the rejection of the Executory Contracts.

5. This Stipulation and Order contains the entire understanding of the Parties hereto with regard to the matters addressed herein, and supersedes all prior and contemporaneous discussions, negotiations, understandings, and agreements, whether oral or written, express or implied, between and among the parties hereto regarding the subject matter of this Stipulation and Order.

6. This Stipulation and Order is binding upon the Parties, and may not be changed, altered or modified except in writing, signed by the Parties or their duly authorized attorneys and approved by the Court.

7. The Bankruptcy Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Stipulation and Order.

Stipulated and Agreed:

**WEIL, GOTSHAL & MANGES LLP**

**LINDEN DEVELOPMENT, LLC and  
DUKE BALTIMORE, LLC**

By: /s/ Joseph H. Smolinsky

By: /s/ Louis F. Solimine

Harvey R. Miller  
Stephen Karotkin  
Joseph H. Smolinsky  
767 Fifth Avenue  
New York, New York 10153  
Telephone: (212) 310-8000  
Facsimile: (212) 310-8007

Louis F. Solimine  
312 Walnut Street  
Suite 1400  
Cincinnati, Ohio 45202  
Telephone: (513) 352-6784  
Facsimile: (513) 241-4771

*Attorneys for Debtors  
and Debtors in Possession*

*Attorneys for Linden Development, LLC and  
Duke Baltimore, LLC*

SO ORDERED THIS 21st DAY OF April, 2010

s/ Robert E. Gerber

HON. ROBERT E. GERBER  
UNITED STATES BANKRUPTCY JUDGE

**ANNEX I - EXECUTORY CONTRACTS**

	<b>Contract Counterparty</b>	<b>Counterparty Address</b>	<b>Contract Description</b>	<b>Contract Date</b>	<b>Rejection Date</b>
1	Linden Development, LLC	Linden Development, LLC Attn: Legal Department 3950 Shackleford Road, Suite 350 Duluth, GA 30096	Purchase and Sale Agreement (including any Exhibit(s) to the Purchase and Sale Agreement including, without limitation, the deed restrictions in the Quitclaim Deed recorded at DB5693-0278, the Deed recorded at DB5693-0261 and the Deed recorded at DB5693-0241, all with and by the County Clerk for Union County, New Jersey)	12/19/2007	10/31/2009
2	Linden Development, LLC	Linden Development, LLC Attn: Legal Department 3950 Shackleford Road, Suite 350 Duluth, GA 30096	Confidentiality Agreement	6/4/2007	10/31/2009
3	Linden Development, LLC	Linden Development, LLC Attn: Legal Department 3950 Shackleford Road, Suite 350 Duluth, GA 30096	Purchase and Sale Agreement (including any Exhibit(s) to the Purchase and Sale Agreement including, without limitation, the deed restrictions in the Deed recorded at DB 5745-0597 with and by the County Clerk for Union County, New Jersey)	7/1/2008	10/31/2009
4	Duke Baltimore LLC (as assignee of Duke Realty Limited Partnership)	Duke Realty Limited Partnership Attn: Legal Department 3950 Shackleford Road, Suite 350 Duluth, GA 30096	Purchase and Sale Agreement (including any Exhibit(s) to the Purchase and Sale Agreement including, without limitation, the deed restrictions in the Special Warranty Deed recorded among the Land Records of Baltimore City in Liber FMC 7313, Folio 272)	12/21/2005	10/31/2009
5	Duke Construction Limited Partnership	Duke Realty Limited Partnership Attn: Legal Department 3950 Shackleford Road, Suite 350 Duluth, GA 30096	Confidentiality and Acknowledgement Statement	6/17/2005	10/31/2009

